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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

RICHARD WINTERS, JR.,) Case No.
)
Plaintiff,) COMPLAINT
) 1. VIOLATION OF FEDERAL
vs.) FAIR CREDIT REPORTING
) ACT
)
EXPERIAN INFORMATION) JURY DEMAND
SOLUTIONS, INC.,)
)
Defendant.)
_____)

I INTRODUCTION

1. Plaintiff, RICHARD WINTERS, JR. (hereinafter, “Plaintiff”), brings this action for Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.’s violations of the Fair Credit Reporting Act (hereinafter “FCRA”), 15 U.S.C. §1681, *et seq.*, which regulates the furnishing and reporting of consumer credit information.

IV FACTUAL ALLEGATIONS

6. At various and multiple times prior to the filing of the instant complaint, including within the one year preceding the filing of this complaint, Defendant reported derogatory information on Plaintiff's "consumer report" as the term is defined in the FCRA, 15 U.S.C. § 1681a(d).

7. Defendant has reported and continues to report inaccurate and derogatory information on Plaintiff's consumer report. The inaccurate reporting includes, without limitation, HUNTER WARFIELD INC ("HWI") and COMMONWEALTH FINANCE ("CF").

8. The inaccurate reporting regarding HWI stems from carpet cleaning fees that were purportedly incurred after moving out of an apartment Plaintiff was renting. Plaintiff left the apartment in a cleaner condition than it was in when he moved in, and paid a professional cleaning service to service the residence before moving out. The apartment owner contacted Plaintiff after moving out, and attempted to misrepresent the state of the apartment upon his departure. The apartment owner attempted to extort money out of Plaintiff to pay for something that he did not owe, per the terms of his rental agreement. Plaintiff informed the apartment owner that he did not appreciate being extorted and that he contested the charges and refused to pay money for something he did not owe. Plaintiff expressed to the apartment owner that he believed the apartment owner's conduct

1 to be unethical. The apartment owner then sent Plaintiff's debt to collections. The
2 collections agents thereafter informed Plaintiff that they were collecting on this
3 debt. Again, Plaintiff informed the collections agents that he did not owe the
4 money and explained what had happened. Nevertheless, they continued to harass
5 Plaintiff and placed this item on his credit report. Plaintiff contends that the debt
6 is not owed. Plaintiff contested the reporting of this tradeline and requested it be
7 removed from his credit report, but Defendant did not timely remove this item from
8 his credit report.

12 9. The inaccurate reporting regarding CF stems from medical bills that
13 were incurred after Plaintiff was involved in a motorcycle accident. Plaintiff hired
14 a personal injury attorney to bring a lawsuit against the driver and his insurance
15 carrier. In connection with the lawsuit, a condition of settlement was that Plaintiff's
16 medical expenses would be paid. Although this debt was paid to the medical
17 facility, a recordkeeping error with the original creditor was committed, resulting
18 in this debt being reported on Plaintiff's credit. Plaintiff contends that the debt was
19 paid off and is not owed. Plaintiff contested the reporting of this tradeline and
20 requested it be removed from his credit report, but Defendant did not timely remove
21 this item from his credit report.

26 10. Furthermore, Defendant has inaccurately reported Plaintiff's date of
27 birth, thus putting Plaintiff at risk of having his account "mixed" and thus being
28

1 confused with other consumers which would lead to further inaccurate and
2 erroneous reporting. Plaintiff contested the reporting of this tradeline and requested
3 it be removed from his credit report, but Defendant did not timely remove this item
4 from his credit report.
5

6
7 11. Well over thirty (30) days prior to the filing of this Complaint,
8 Plaintiff has sent Defendant letters disputing the aforementioned marks on his
9 consumer report and demanding validation thereof. All three of the aforementioned
10 marks are clearly identified in Plaintiff's dispute letter, as are the reasons for their
11 inaccuracy.
12

13
14 12. However, Defendant has neither removed the derogatory remarks
15 disputed by Plaintiff nor verified their accuracy. Moreover, Defendant has failed
16 altogether to respond in any way to Plaintiff's dispute.
17

18 13. Defendant is aware that the credit reporting agencies and other parties
19 to which they are providing this information are going to disseminate this
20 information to various other persons or parties who will be reviewing this
21 information for the purpose of extending credit, insurance or employment.
22

23
24 14. Despite Plaintiff's efforts to date, Defendant has deliberately,
25 willfully, intentionally, recklessly and negligently repeatedly failed to perform
26 reasonable reinvestigations of the above disputes as required by the FCRA, has
27 failed to remove the inaccurate information, has failed to note the disputed status
28

1 of the inaccurate information, and has continued to report the derogatory inaccurate
2 information about Plaintiff.
3

4 15. Plaintiff has been damaged, and continues to be damaged, in the
5 following ways:
6

- 7 a. Denial of credit;
- 8 b. Being recklessly put in danger of a mix-up with other consumers
9 who have similar names because of the inaccurate date of birth;
- 10 c. Out of pocket expenses associated with disputing the information
11 only to find the information to remain on the credit report;
- 12 d. Emotional distress and mental anguish associated with having
13 incorrect derogatory personal information transmitted about
14 Plaintiff to other people both known and unknown;
- 15 e. Denial of credit, loans, financing and/or other damages, not yet
16 known by Plaintiff; and
- 17 f. Decreased credit score which may result in inability to obtain credit
18 on future attempts.
19

20 16. At all times pertinent hereto, Defendant was acting by and through its
21 agents, servants and/or employees who were acting within the course and scope of
22 their agency or employment, and under the direct supervision and control of
23 Defendant herein.
24

25 17. At all times pertinent hereto, the conduct of Defendant, as well as that
26 of its agents, servants and/or employees, was malicious, intentional, willful,
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28

1 reckless, and in grossly negligent disregard for federal and state laws and the rights
2 of Plaintiff herein.
3

4 18. Defendant violated sections 1681n and 1681o of the FCRA by
5 engaging in the following conduct that violates 15 U.S.C. §1681s-2(b):
6

- 7 a. Willfully and negligently failing to conduct an investigation of the
8 inaccurate information that Plaintiff disputed;
- 9 b. Willfully and negligently failing to review all relevant information
10 concerning Plaintiff's account provided to this Defendant;
- 11 c. Willfully and negligently failing to properly participate,
12 investigate and comply with the reinvestigations that were
13 conducted by any and all credit reporting agencies concerning the
14 inaccurate information disputed by Plaintiff;
- 15 d. Willfully and negligently continuing to furnish and disseminate
16 inaccurate and derogatory credit, account and other information
17 concerning the Plaintiff despite knowing that said information was
18 inaccurate; and
- 19 e. Willfully and negligently failing to comply with the requirements
20 imposed on furnishers of information pursuant to 15 U.S.C.
21 §1681s-2.

22 19. Defendant's conduct was a direct and proximate cause, as well as a
23 substantial factor, in causing the injuries, damages and harm to Plaintiff that are
24 outlined more fully above, and as a result, Defendant is liable to compensate
25 Plaintiff for the full amount of statutory, actual and punitive damages, along with
26 attorneys' fees and costs, as well as such other relief permitted by law.
27
28

1 **COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT**

2 20. Plaintiff includes by reference all of the aforementioned allegations as
3
4 if fully set forth herein.

5 21. To the extent that Defendant's actions, counted above, violated the
6
7 FCRA, those actions were done knowingly and willfully.

8 **PRAYER FOR RELIEF**

9
10 WHEREFORE, Plaintiff respectfully prays that judgment be entered against
11 Defendant for the following:

- 12 A. Actual damages;
13
14 B. Statutory damages;
15
16 C. Costs and reasonable attorney's fees; and
17
18 D. For such other and further relief as this Court finds just and
19 proper.

20 **V JURY DEMAND**

21 22. Plaintiff hereby demands, pursuant to his Seventh Amendment right
22
23 under the Constitution of the United States of America, a trial by jury on all issues
24 so triable.

25 Respectfully submitted this 6th Day of March, 2017.

26
27 By: /s/Todd M. Friedman, Esq.

28 Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
Attorney for Plaintiff